



**University of Massachusetts  
Trademark and Licensing Administration**

University of Massachusetts  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Evelin Szymborn, Director  
Telephone: (413) 577-8125  
Email: [eszymbor@umass.edu](mailto:eszymbor@umass.edu)

**NON-EXCLUSIVE LICENSE AGREEMENT TO USE  
CERTAIN UNIVERSITY MARKS OF THE UNIVERSITY  
OF MASSACHUSETTS AMHERST**

**1. PURPOSE**

This is an agreement between

\_\_\_\_\_,  
a/an \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_,  
having its principle place of business at \_\_\_\_\_,  
\_\_\_\_\_.

(Hereinafter called “the Licensee”), and the University of Massachusetts, a public institution of higher education of the Commonwealth of Massachusetts (hereinafter called “the University”).

WHEREAS, the Licensee desires to be licensed to utilize the University’s Amherst Campus marks and logos in connection with the manufacture, sale, and/or distribution of certain Licensed Articles of merchandise as specially listed in Exhibit 1, subject to the terms and conditions of this agreement.

**2. TERM**

2.1 The term of this agreement shall be for the period of three (3) years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

The agreement may be renewed for an additional one (1) year period by written consent of both parties established at least sixty (60) calendar days prior to expiration.

### 3. DEFINITIONS

The following terms used in this agreement have the definition:

- 3.1 Agreement - this agreement, together with any addenda or exhibits.
- 3.2 University of Massachusetts Amherst Marks - designs, trademarks, logotypes, and any other symbols associated with the identification of the University of Massachusetts Amherst Campus.
- 3.3 Licensed Articles - products and services (as set forth in Exhibit 1.D) authorized by the University to bear the University of Massachusetts Amherst Marks
  - 3.3.1 Apparel Licensed Articles - any article of merchandise that is used or worn as clothing and authorized by University to bear the University Marks.
- 3.4 Retail Sales - the sale of Licensed Articles bearing a University of Massachusetts Amherst Mark to the ultimate consumer at retail sales points (including University sales points), and/or through Internet and mail order sales.
- 3.5 Wholesale Sales - the sales of Licensed Articles bearing University of Massachusetts Amherst Marks to any entity other than the ultimate consumer.
- 3.6 Net Sales - the total gross invoice amount billed to customers, less quantity discounts actually allowed and taken by customers, any credits for returns actually made as supported by credit memos issued to customers, transportation charges on returns if paid by licensee and less applicable taxes actually paid. No cost incurred in the manufacturing, selling, licensing, advertising or distribution of the goods or any other direct expenses shall be deducted, nor shall deduction be made for uncollectible accounts, cash discounts or similar allowances.

3.7 Premium - any article given free or sold at less than the usual selling price for the purpose of increasing the sale of, or publicizing any other product or service, or for any other giveaway or promotional purpose.

3.8 Director - the Licensing director serving as the administrator handling daily activities of the licensing and trademark program.

#### **4. GRANT OF LICENSE**

4.1 Grant - subject to the terms and conditions of this agreement, the University hereby grants the Licensee a non-exclusive license to use the University of Massachusetts Amherst Marks on and in conjunction with the marketing, promotion and sale of licensed articles in the United States and Canada.

4.2 Limitation on License - no license is granted for the use of the University of Massachusetts Amherst Marks for any purpose other than on or in conjunction with the Licensed Articles.

4.3 Non-Exclusivity - nothing in this agreement prevents the University from licensing the use of any of the University of Massachusetts Amherst Marks to any other party for any purpose including, without limitation, the grant of other licenses to other manufacturers during the term of this agreement for the use of the University of Massachusetts Amherst Marks upon the Licensed Articles, either within or outside the United States of America or Canada.

#### **5. PREMIUMS**

5.1 No license is granted under this Agreement for the distribution of Licensed Articles as Premiums. Separate application for a license for the distribution of licensed articles as premiums must be made in writing to the Director.

## 6. ROYALTY PAYMENTS/APPLICATION FEE

In consideration for the licenses granted under this Agreement, the Licensee agrees to pay the University as follows:

6.1 Non-refundable License Application fee of \$ 30.00

6.2 Non-refundable Advanced Royalty Payment of \$300.00 for apparel articles that shall be credited towards royalties to be paid by Licensee.

6.3 Non-refundable Advanced Royalty Payment of \$200.00 for non-apparel articles that shall be credited towards royalties to be paid by Licensee

6.4 Royalty fee of twelve percent (12%) of Net Sales of all Licensed Articles sold.

6.5 Licensee shall pay the 12% royalty quarterly within thirty (30) days of the last calendar day in the quarter. Payments shall be made in check form, payable to **UMass Trademark and Licensing Administration** and mailed to:

UMASS Trademark & Licensing Administration.  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Checks shall be accompanied by appropriate sales reports. (See 7 below)

6.6 Multiple Royalty payment - the University recognizes that the Licensee may be subjects to other licensing agreements which together with this Agreement may subject certain Licensed Articles to one or more additional royalty payments. The University may agree to a reduced royalty rate where products are subjected to multiple royalties. Licensee's request for reductions in royalty rates shall be subject to the written approval of the Licensing Director.

## **7. REPORTS**

7.1 Quarterly Reports - Licensee must submit quarterly reports as specified in Exhibit 2, according to the following schedule:

Sales period January 1 - March 31	on or before April 30
Sales period April 1 - June 30	on or before July 31
Sales period July 1 - September 30	on or before October 31
Sales period October 1 - December 31	on or before January 31

Licensee may use an alternative form for the quarterly statement provided it furnishes all the required information and it has been approved in writing by the Licensing Director. Sales are complete for the purposes of determining royalty payment due at the time of the licensee's invoicing or billing for such merchandise or at the time of the licensee's delivery of such merchandise, whichever is earlier.

7.2 Records - Licensee agrees to keep full and accurate records to show the basis of calculating royalties. These records, including sales invoices and Licensee's general accounting records related to the Licensed Articles, shall be open to inspection by the Director or her designee at reasonable times as more elaborately described in §22 below under ON-SITE COMPLIANCE REVIEWS. Licensee shall maintain complete, readily comprehensible records of sales covered under this agreement for a period of not less than two (2) years after the accounting pertaining to such sales is rendered to the University.

7.3 Delinquent Payments - all delinquent amounts owed to the University are subject to one and one half percent (1.5%) interest charge per month.

## **8. APPROVAL AND PRODUCT QUALITY**

- 8.1 The University reserves the right to disapprove and prevent the distribution of any Licensed Articles bearing the University of Massachusetts Amherst Marks that does not meet its standards of quality and propriety. Licensee shall submit a sample of all items, together with proposed promotional materials including packaging, free of cost to the Director for approval prior to distribution or manufacture. To ease the burden of those submissions, the Licensee may provide samples of products not imprinted, along with faithful sketches of intended product to the University. The University agrees to respond within two (2) weeks of receipt of the design.
- 8.2 The University expects the Licensee to maintain high standards of quality in material and workmanship in the production and propriety in the promotion of Licensed Articles. Failure to maintain high standards may result in non-renewal or in pre-term cancellation of this agreement by the University.
- 8.3 The Licensee agrees that all Licensed Articles and all promotion, advertising or packaging materials shall contain appropriate legends, markings and/or notices as reasonably required by the University. The Licensee agrees that each usage of the University Marks shall be followed by either the "TM" (TM) or "R" in a circle (®), pursuant to the University's instructions.
- 8.4 The Licensee shall not deviate from the standards of quality samples and notice requirements upon which product approval is based. Departure from those standards constitutes a breach of a material term of this Agreement. The University may require Licensee to cease use of the University of Massachusetts Amherst Marks on the Licensed Articles immediately and may require Licensee to recall any Licensed Articles not consistent with approved quality standards.

## **9. MARKING**

9.1 Licensee agrees to indicate on all Licensed Articles bearing University of Massachusetts Amherst Marks, using hang tags or other appropriate means, the rights of the University to the University Marks and the authorization, through license, of the Licensee to use the University of Massachusetts Amherst Marks. Licensee shall display on each Licensed Article or its packaging, using hang tags or other appropriate means, trademark license notices or authentication notices as may be required by University. Licensee may not manufacture or distribute any Licensed Article until The University approves such trademark license and authentication notices.

## **10.PROMOTIONAL DISPLAY**

10.1 Licensee shall not use the University of Massachusetts Amherst Marks or any reproduction thereof in any advertising or in any promotional display material in any manner that may detract from or impair the integrity, character or dignity of the University of Massachusetts Amherst Marks or reflect unfavorably upon the University. The Licensee shall not use the University of Massachusetts Amherst Marks in connection with sweepstakes, lotteries, games of chance, alcoholic beverages or any type of similar promotion unless the Director grants prior written approval. The Licensee's non-compliance with its obligation of this section may result in non-renewal or in pre-term cancellation of this agreement by the University.

## **11.PROTECTION OF UNIVERSITY MARKS**

11.1 Licensee acknowledges and agrees that the University is the exclusive owner of all right, title and interest in the University of Massachusetts Amherst Marks. Licensee agrees that nothing in this Agreement gives Licensee any right, title or interest in the University of Massachusetts Amherst Marks other than the right to use them in accordance with this Agreement. During the term of this Agreement and thereafter, the Licensee shall not contest, or otherwise challenge or attack the

University's rights in the University of Massachusetts Amherst Marks or the validity of the Agreement.

- 11.2 The Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of the Agreement by Licensee, University may, in addition to other remedies, immediately seek and enforce injunctive relief prohibiting the breach or compelling specific performance.
- 11.3 The Licensee agrees to assist in the protection of the Marks. Licensee shall, upon specific request from the University, provide documentation or specimens regarding each University of Massachusetts Amherst Mark as required by the University.
- 11.4 Licensee acknowledges that any rights including copyright or other proprietary rights that it might have in any original artwork or designs created by it pursuant to this Agreement, extend only to those elements of the artwork and designs which are not part of or included in the University of Massachusetts Amherst Marks or any derivatives. Notwithstanding the foregoing, Licensee shall not affix a copyright notice to any product bearing the marks, or otherwise attempt to obtain copyright or other proprietary rights in any artwork which contains the University of Massachusetts Amherst Marks, without the express written authorization of the University.

## **12.GOODWILL IN UNIVERSITY MARKS**

- 12.1 The Licensee recognizes the value of the goodwill associated with the University of Massachusetts Amherst Marks and acknowledges that the marks and all rights therein and the goodwill pertaining thereto, belong exclusively to the University. The Licensee further recognizes that the University of Massachusetts Amherst Marks have acquired secondary meaning.



12.2 The Licensee agrees that its use of the University of Massachusetts Amherst Marks shall inure to the benefit of the University and that the Licensee shall not acquire any rights in the University of Massachusetts Amherst Marks by virtue of the use of the marks under this Agreement.

### **13. INDEMNIFICATION/HOLD HARMLESS**

13.1 The University is not liable for any Licensed Articles manufactured or sold by the Licensee, and the Licensee shall indemnify, hold harmless, and defend the University and its trustees, officers, employees, servants, and agents from any and all product liability claims, demands, causes of action, or damages, including reasonable attorneys' fees, caused by or arising from workmanship, material or design of any Licensed Article manufactured or sold by the Licensee, or from any action by the Licensee in using the University of Massachusetts Amherst Marks in connection with the manufacture, distribution, sale or any other use of the Licensed Articles and/or promotional, advertising or packaging material using the University of Massachusetts Amherst Marks, other than to the extent that such claim arises solely from the University of Massachusetts Marks, as used in accordance with this Agreement, infringement of any third party intellectual property rights.

### **14. SPECIFIC LICENSE**

14.1 This Agreement and any rights granted by this Agreement are *specific* to the Licensee and the University and may not be assigned, sub-licensed or encumbered without the prior express written consent of the other party which shall not be unreasonably withheld.

14.2 Nothing in this Agreement places the parties in the relationship of a partner, joint venture or agents, and neither the Licensee nor the University may obligate or bind the other in any way. The University in no way represents itself as guarantor of the quality of any product made by the Licensee. The Licensee agrees that it will neither state nor imply,

either directly or indirectly, that the Licensee or its activities, are supported, endorsed, or sponsored by the University and, upon the election of the University, shall issue express disclaimers to that effect.

## **15.SURVIVAL OF RIGHTS**

15.1 All of the terms of this Agreement which provide for any activity following the expiration or termination of this Agreement survive until the time that those terms have been fulfilled or satisfied.

## **16.CONFORMITY TO LAW**

16.1 The Licensee shall conform to all Federal, State and local laws, ordinances, regulations, and rules regarding the manufacture and sale of all Licensed Articles.

## **17.SEVERABILITY**

17.1 In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is severed from the Agreement and the remainder of this Agreement remains fully valid and enforceable.

17.2 Tax-exempt Status - Licensee acknowledges that University, as a public institution of the Commonwealth of Massachusetts, is an exempt organization under the United States Internal Revenue Code of 1986, as amended. Licensee also acknowledges that certain facilities in which the licensed marks or inventions were developed may have been financed through offerings of tax-exempt bonds. If the Internal Revenue Service determines that any terms of this Agreement jeopardize the tax-exempt status of University or the bonds used to finance University facilities, the relevant term is invalid and the parties shall attempt to modify the term to retain the original intent of the Agreement to the fullest extent possible, failing which the term shall be deleted from the Agreement.

## **18.WAIVER**

18.1 Failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach does not prevent subsequent enforcement of the term nor is it a waiver of any subsequent breach.

## **19.EXHIBITS**

19.1 The attached Exhibits are an integral part of this Agreement.

## **20.ENFORCEMENT**

20.1 The Licensee agrees to assist the University in the enforcement of any rights of the University in the University of Massachusetts Amherst Marks. The Licensee agrees to notify the University of any infringements by third parties that come to the Licensee's attention. The University has the sole right and discretion to bring infringement proceedings involving the University of Massachusetts Amherst Marks. However, nothing in this Agreement requires the University to bring suit or take action for the infringement of any of the Licensed Marks.

## **21.LIABILITY INSURANCE**

21.1 Licensee will obtain and maintain a General Liability Insurance Policy which includes product liability coverage, personal injury coverage and property damage coverage, all in the amount of one million dollars (\$1,000,000.00) for each occurrence. Licensee will name the University of Massachusetts, its trustees, officers, employees and agents as additional insureds on the policy. The policy will, in addition to the coverages customarily included in a General Liability Insurance Policy, cover against all claims, demands, causes of action, lawsuits judgments and damages including but not limited reasonable attorney's fees arising out of all alleged defects in the design, manufacture, sale and use of the Licensed Articles. The Licensee shall give the University thirty (30) days

prior written notice of any modification, cancellation, or revocation of the policy. The Licensee will deliver to the University a copy of the certificate of insurance showing the coverage and the designation of the additional insured. Delivery of the certificate of insurance is a condition precedent to the granting of this license.

## **22.ON-SITE COMPLIANCE REVIEWS**

22.1 The Director or his designee may, upon ten (10) business days' notice, examine and copy the books and records of the Licensee relating to this Agreement from time to time during normal business hours. Licensee shall promptly provide access to said books and records. This review will not occur more frequently than once annually. Licensee shall provide reasonable additional information that the University requests regarding manufacture and sales of Licensed Articles.

## **23.TERMINATION**

23.1 Without prejudice to any other right, the University may terminate this Agreement upon written notice to the Licensee if:

23.1.1 Licensee fails to submit timely royalty payments due or to deliver any statement required by this Agreement and the failure continues for a period of thirty (30) days after written notice of such failure sent by United States Postal Service to the last known address of the Licensee;

23.1.2 Licensee has not begun any bona fide manufacturing, distribution and sale of Licensed Merchandise within ten (10) months from the date of this Agreement;

23.1.3 Licensee fails to manufacture, distribute or sell any Licensed Articles hereunder for a period of twelve (12) consecutive months:

- 23.1.4 Licensee is unable to pay its liabilities when due, or makes any assignment for the benefit of creditors, or files a petition under any Federal, State or the bankruptcy statute, or is adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy is appointed under the laws of the United States Government or of the sovereign states.
- 23.1.5 Licensee attempts to grant or grants a sub-license to this Agreement or attempts to assign or assigns any right or duty under this Agreement to any person or entity without the prior written consent of the University.
- 23.1.6 Licensee manufactures, distributes or sells any product or uses promotional, advertising or packaging materials containing the University of Massachusetts Amherst Marks without having obtained prior approval and continues to manufacture, distribute, sell or use said items after receipt of notice from University disapproving or withdrawing approval of same.
- 23.1.7 Licensee is subject to any voluntary or involuntary order of any governmental agency involving the recall of any of the Licensed Products or any promotional, advertising or packaging materials because of safety, health, or other hazards or risks to the public.
- 23.1.8 Licensee fails to obtain or maintain liability insurance as required by this Agreement.
- 23.1.9 Licensee commits an act or omission that would reflect unfavorably or otherwise detract from the good reputation of the University.
- 23.1.10 Licensee manufactures or sells any Licensed Articles which are not in conformity with all Federal, State, or local ordinances, regulations or rules.

23.2 Licensee fails to meet the requirements of The University's Code of Conduct for Apparel Licensees. Exhibit 2.

23.3 Without prejudice to any other right, if the Licensee fails to take the steps to cure any breach by it of any term not listed in Section 23.1 of this Agreement within thirty (30) days after receipt by it of written notice of breach, the University may terminate this Agreement upon written notice to the Licensee.

23.4 If this Agreement is terminated pursuant to these provisions, the Licensee shall furnish to the University a statement showing the number and description of Licensed Articles bearing University Marks on hand or in process within thirty (30) days after notice of termination is given.

#### **24.CODE OF CONDUCT FOR LICENSEES**

24.1 Licensees producing Apparel Licensed Articles bearing the University of Massachusetts Amherst Marks agree that the manufacture of all Apparel Licensed Articles shall comply with the requirements of the University's Code of Conduct for Apparel Licensees and show proof of membership with the Fair Labor Association (FLA) see Exhibit 2. Licensee further agrees to submit the required annual factory disclosure information within thirty (30) days of January 31.

#### **25.AFTER TERMINATION**

25.1 After termination of this Agreement, the Licensee has no further authorization or consent from the University to manufacture, advertise, distribute, or sell or otherwise deal in any Licensed Articles bearing University of Massachusetts Amherst Marks. If termination is not based upon conditions outlined in Sections 8, 10 or 23.1-23.1.10, the Licensee may deal in and dispose of the Licensed Articles bearing University of Massachusetts Amherst Marks which are on hand or under contractual commitment to third parties at the time of such termination for a period of one hundred eighty (180) days thereafter, provided all royalty

payments due are first made to the University and statement of payment with respect to that one hundred eighty (180) day period are made in accordance with the terms of this Agreement. Notwithstanding anything to the contrary, Licensee shall not manufacture, sell or dispose of any products covered under this Agreement after its expiration or its termination pursuant to Sections 8, 10, or 23.1.1-23.1.10.

**26.FINAL STATEMENT**

26.1 Sixty days (60) before the expiration of this Agreement, Licensee shall furnish University a statement showing the number and description of Licensed Articles bearing University of Massachusetts Amherst Marks on hand or in process. If this Agreement is terminated pursuant to Sections 8, 10, or 23.1.1-23.1.10, that statement shall be furnished within ten days (10) after notice of termination is given. University may make an independent accounting of on-hand products.

**27.NOTICE**

27.1 All notices, consents, waivers, statements and other communications to be given under this Agreement and all payments to be made shall be given or made to each party at their respective addresses set forth below unless notification of a change of address is given in writing. Any notice shall be sent by first-class mail, certified return receipt requested and shall be deemed to have been given at the time it is mailed or sent.

<p><b>University of Massachusetts Trademark and Licensing Administration</b> <b>UMASS LICENSING</b> Lincoln Campus Center, Room 920 One Campus Center Way, Amherst, MA 01003</p>	<p>Licensee:</p> <hr/> <hr/> <hr/> <hr/> <hr/>
--	--

## **28.ENTIRE AGREEMENT**

28.1 This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement between the Licensee and the University. There are no representations, promises, agreements, warranties, covenants or undertakings other than those contained in this Agreement. None of the provisions of this Agreement may be waived. This Agreement may only be amended by a written modification signed by both parties to this Agreement.

## **29.LAWS GOVERNING**

29.1 This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

## **30.DISCRIMINATION**

30.1 The parties to this Agreement agree not to discriminate against any individual on the basis of race, creed, color, national origin, sexual preference, age or sex.





**University of Massachusetts  
Trademark and Licensing Administration**

University of Massachusetts  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Evelin Szymborn, Director  
Telephone: (413) 577-8125  
Email: [eszymbor@umass.edu](mailto:eszymbor@umass.edu)

*SIGNATURE PAGE*

*for the sixteen page*

***NON-EXCLUSIVE LICENSE AGREEMENT TO USE CERTAIN  
UNIVERSITY MARKS OF THE UNIVERSITY OF MASSACHUSETTS  
AMHERST***

The parties have caused this Agreement to be executed by their duly authorized officers or agents on the day set below each:

**LICENSEE:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Title of Agent

\_\_\_\_\_  
Date

**UNIVERSITY:**

*University of Massachusetts*  
\_\_\_\_\_

\_\_\_\_\_  
Director of Trademarks and Licensing Administration, Evelin Szymborn

\_\_\_\_\_  
Date



**University of Massachusetts  
Trademark and Licensing Administration**

University of Massachusetts  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Evelin Szymborn, Director  
Telephone: (413) 577-8125  
Email: [eszymbor@umass.edu](mailto:eszymbor@umass.edu)

*SIGNATURE PAGE  
for the sixteen page*

***NON-EXCLUSIVE LICENSE AGREEMENT TO USE CERTAIN  
UNIVERSITY MARKS OF THE UNIVERSITY OF MASSACHUSETTS  
AMHERST***

The parties have caused this Agreement to be executed by their duly authorized officers or agents on the day set below each:

**LICENSEE:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Agent

**UNIVERSITY:**

*University of Massachusetts*  
\_\_\_\_\_

\_\_\_\_\_  
Director of Trademarks and Licensing Administration, Evelin Szymborn

\_\_\_\_\_  
Date



## University of Massachusetts Trademark and Licensing Administration

University of Massachusetts  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Evelin Szymborn, Director  
Telephone: (413) 577-8125  
Email: [eszymbor@umass.edu](mailto:eszymbor@umass.edu)

### Exhibit 1

#### A.

1. The University's Licensed Marks may not be used in association with alcoholic beverages, tobacco and smoking products, sexually oriented goods, lotteries, or items considered by the University to be in poor taste or that may impugn another entity.

2. The University's Licensed Marks are not to be used in any manner that will discriminate on the basis of age, color, disability, marital status, national or ethnic origin, religion, gender, sexual orientation, political affiliation or any other basis prohibited by federal or Commonwealth of Massachusetts law.

#### B.

1. All licensed use of the Licensed Indicia in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by the University. \_\_\_\_\_ agrees that each usage of Licensed Indicia shall be followed by either "TM" <sup>TM</sup> or "R" <sup>®</sup>, pursuant to University's instructions. All such legends, markings, and/or notices must be provided to \_\_\_\_\_ by UNIVERSITY.

#### 1. Federal Registration <sup>®</sup>

1.1 UMASS All fonts, logos or other uses requires a <sup>®</sup>. If used in a document only the first use requires a <sup>®</sup>.

1.2 University of Massachusetts - All fonts, logos or other uses requires a <sup>®</sup>. If used in a document only the first use requires a <sup>®</sup>.





**University of Massachusetts  
Trademark and Licensing Administration**

University of Massachusetts  
Lincoln Campus Center, Room 920  
One Campus Center Way  
Amherst, MA 01003

Evelin Szymborn, Director  
Telephone: (413) 577-8125  
Email: [eszymbor@umass.edu](mailto:eszymbor@umass.edu)

## **Exhibit 2**

*Attached to all UMASS Licensing Agreements for Manufacturers of Apparel*

### **University of Massachusetts Code of Conduct for Licensees**

#### **I. Introduction**

The University of Massachusetts ("University of Massachusetts") is committed to conducting its business affairs in a manner consistent with its employee personnel policies and expects its licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to this Code of Conduct ("the Code"). The Code is subject to amendment to reflect any subsequently developed standards either by the University of Massachusetts or a national higher education organization whose code the University of Massachusetts chooses to adopt.

#### **II. Notice**

This Code shall apply to all trademark licensees of the University of Massachusetts. Throughout this code the term "licensee" shall include all persons or entities who have entered a written licensing agreement with the University of Massachusetts to manufacture products bearing the name, trademarks and/or images of the University of Massachusetts. Additionally, this Code shall apply to all of the licensee's contractors. Throughout this Code, the term "contractor" shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a finished product or who provides blank garments for a finished product for the consumer. "Manufacturing process" shall include assembly and packaging.

As a condition of being permitted to produce and/or sell licensed products bearing the name, trademarks and/or images of the University of Massachusetts, each licensee must comply with this Code and ensure that its contractors comply with this Code.

### **III. Remediation**

If the University of Massachusetts determines that any licensee or contractor has failed to remedy a violation of this Code, the University of Massachusetts will consult with the licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring the licensee to take all reasonable steps necessary to correct such violations found in annual FLA reviews. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University of Massachusetts and the licensee will implement a corrective action plan on terms acceptable to the University of Massachusetts. The University of Massachusetts reserves the right to terminate its relationship with any licensee who continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the licensee agreement.

### **IV. Standards**

University of Massachusetts licensees must operate workplaces, and ensure that their contractors operate workplaces, that adhere to the following minimum standards and practices:

- A. **Legal Compliance:** University of Massachusetts licensees must comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. Where this Code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail. Licensees will comply with the local and national environmental regulations of the country the factory is located in. Licensees will take measures to ensure that any toxic waste produced by their factories will be properly disposed of.

- B. **Ethical Principles:** Licensees shall commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.
- C. **Employment Standards:** The University of Massachusetts will do business only with licensees whose workers are present to work voluntarily, are not at undue risk of physical harm, are fairly compensated, and are not exploited in any way. In addition, the following specific guidelines must be followed:
1. **Wages and Benefits:** Licensees must provide wages and benefits which comply with all applicable laws and regulations, and which match or exceed the local prevailing wages and benefits in the relevant industry. Deductions from workers' paychecks or other payments due worker are not permitted without the prior knowledge, understanding and agreement of the effected employee.
  2. **Working Hours:** Except in extraordinary circumstances, employees shall not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and be entitled to at least one day off in every 7-day period.
  3. **Overtime Compensation:** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in that country, but not less than at a rate equal to their regular hourly compensation rate.
  4. **Child Labor:** No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age

of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to work with governmental, human rights, and non- governmental organizations, as determined by the University of Massachusetts and licensee, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code. Young workers shall not be forced to work overtime hours that would prevent them from attending night school.

5. **Forced Labor:** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
6. **Health and Safety:** Licensees must provide workers with a safe and healthy work environment. If residential facilities are provided to workers, they must be safe and healthy facilities. Licensee will comply with local and national health and safety laws, and health and safety conventions of the International Labor Organization ratified and adopted by the country in which the production facility is located. Where there are differences or conflicts, the higher standard shall prevail.
7. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, pay, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or ethnic origin.
8. **Women's Rights:** Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work and equal opportunity to fill all positions as male workers. Pregnancy test will not be a condition of employment, nor will they be demanded of employees. Workers will not be exposed to toxic chemical hazards that may endanger their safety or their reproductive health. Workers will not be forced or pressured to use contraceptives.



9. **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.

10. **Freedom of Association:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining. No employee shall be subject to harassment, intimidation or retaliation in their effort to freely associate or collectively bargain. Licensee shall recognize the union of the employee's choice.

## V. Compliance

Prior to the date of issuing a new license or a renewal of a current license agreement the licensee shall be required to provide the following to the University of Massachusetts, as set forth in the license agreement:

- A. The company names, owners and/or officers; and addresses, phone numbers, email addresses and the nature of the business association of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and/or images of the University of Massachusetts;
- B. Written assurances that it and its contractors adhere to this Code and summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site. This summary is to be provided annually to the University by January 31st.

## VI. Disclosure

Licensee shall be required to immediately report to the University of Massachusetts any changes in its business operations which materially affect the application of this Code, such as the selection of a new factory.

## **VII. Verification**

It shall be the responsibility of each University of Massachusetts licensee to ensure its compliance with this Code, and to verify that its contractors are in compliance with this Code.

## **VIII. External Monitoring**

The University of Massachusetts is affiliated with both the Workers' Rights Consortium (WRC) and the Fair Labor Association (FLA). Both organizations monitor apparel licensees' factories to verify that the factories are in compliance with this Code. The University requires its apparel licensees to be affiliated and in good standing with the FLA before they can produce products bearing the University's marks. All apparel Licensees are required to provide proof of good standing and membership in the FLA. The University reserves the right to participate with additional external monitoring organizations. Continued membership in any monitoring agencies shall be reviewed, at the minimum, on an annual basis.

DRAFT

# UMASS AMHERST ROYALTY REPORT



Licensee:  
Address:  
Date:  
Quarter Ending:

**TO:**  
UMASS LICENSING  
Lincoln Campus Center, Room 920  
One Campus Center Way,  
Amherst, MA 01003  
Phone: 413-577-8126

<b>PLEASE MAKE CHECKS PAYABLE TO:</b> UNIVERSITY OF MASSACHUSETTS TRADEMARK AND LICENSING ADMINISTRATION LINCOLN CAMPUS CENTER, ROOM 920 ONE CAMPUS CENTER WAY AMHERST MA 01003	<b>DATE CHECK MAILED:</b>	<b>DATE ROYALTIES CALCULATED:</b>

PRODUCT SOLD TO	DESIGN NUMBER	PRODUCT DESCRIPTION	UNIT PRICE	QUANTITY SOLD	GROSS SALES
<b>TOTAL GROSS SALES OF LICENSED PRODUCTS</b>					
				<b>ROYALTY PERCENTAGE</b>	<b>12.0%</b>
				<b>LESS ADVANCE ROYALTY BALANCE</b>	\$
				<b>TOTAL</b>	\$